


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1</b>   <b>13</b>	
2. AMENDMENT/MODIFICATION NO. <b>13</b>		3. EFFECTIVE DATE <b>11-Mar-2013</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAWCTSD 253 12350 RESEARCH PARKWAY (25362) ORLANDO FL 32826		CODE <b>N61340</b>		7. ADMINISTERED BY (If other than item 6) DEFENSE CONTRACT MANAGEMENT AGENCY EAST DCMA BALTIMORE 217 EAST REDWOOD ST. SUITE 1800 BALTIMORE MD 21202-5299		CODE <b>S2101A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) L B & B ASSOCIATES INC. RICK FRANZ 9891 BROKENLAND PKWY STE 400 COLUMBIA MD 21046-1165				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>N61340-11-D-1007-0002</b>			
				X 10B. DATED (SEE ITEM 13) <b>04-Aug-2011</b>			
CODE <b>0V349</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation; FAR 43.103(b) Administ							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>harveyj13384</b> PR: <b>1300337740</b>  The purpose of this modification is as follows:  1: Fully fund CLINs 1307, 1308, 1315, 1316, 1319, 1320, 1323, and 1324 by establishing the funding SLNs 130702, 130801, 131502, 131601, 131902, 132001, 132302, and 132401 2. Update Section J to remove the original Attachments 2 & 8 and replace them with Attachments 2 & 8 Revision 1. 3. Update NAVAIR Clause 5252.201-9501 to remove Bob Nazro and designate Mike Wehmer as the Contracting Officer's Representative. 4. Update the NAVAIR WAWF Clause to to remove Bob Nazro and designate Mike Wehmer as the WAWF acceptor.  No further changes are made by this modification. All other terms and conditions remain in effect. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANDREA GORDON-EUBANKS (25362) / CONTRACTING OFFICER TEL: 407-380-4389 EMAIL: andrea.gordon@navy.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED <b>19-Mar-2013</b>	

**The following items are applicable to this modification:**  
SUMMARY OF CHANGES CONTINUATIO

## SECTION B - SUPPLIES OR SERVICES AND PRICES

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
130702	Funding for CLIN 1307 FFP PAC Funding FOB: Destination PURCHASE REQUEST NUMBER: 1300337740	UNDEFINED	Lot	UNDEFINED	\$0.00

MAX	\$0.00
NET AMT	

ACRN AR  
CIN: 130033774000001

SUBCLIN 130801 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
130801		UNDEFINED	Lot	UNDEFINED	\$0.00

Funding for CLIN 1308

FFP

PAC Funding

FOB: Destination

PURCHASE REQUEST NUMBER: 1300337740

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MAX  
NET AMT

\$0.00

ACRN AR

CIN: 130033774000002

SUBCLIN 131502 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
131502		UNDEFINED	Lot	UNDEFINED	\$0.00

Funding for CLIN 1315

FFP

PAC Funding.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300337740

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MAX  
NET AMT

\$0.00

ACRN AR

CIN: 130033774000003

SUBCLIN 131601 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
131601		UNDEFINED	Lot	UNDEFINED	\$0.00

Funding for CLIN 1316

FFP

PAC Funding

FOB: Destination

PURCHASE REQUEST NUMBER: 1300337740

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MAX  
NET AMT

\$0.00

ACRN AR

CIN: 130033774000004

SUBCLIN 131902 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
131902		UNDEFINED	Lot	UNDEFINED	\$0.00

Funding for CLIN 1319

FFP

PAC Funding

FOB: Destination

PURCHASE REQUEST NUMBER: 1300337740

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MAX  
NET AMT

\$0.00

ACRN AR

CIN: 130033774000005

SUBCLIN 132001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
132001		UNDEFINED	Lot	UNDEFINED	\$0.00

Funding for CLIN 1320

FFP

PAC Funding

FOB: Destination

PURCHASE REQUEST NUMBER: 1300337740

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MAX  
NET AMT

\$0.00

ACRN AR

CIN: 130033774000006

SUBCLIN 132302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
132302		UNDEFINED	Lot	UNDEFINED	\$0.00

Funding for CLIN 1323

FFP

PAC Funding

FOB: Destination

PURCHASE REQUEST NUMBER: 1300337740

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MAX  
NET AMT

\$0.00

ACRN AR

CIN: 130033774000007

SUBCLIN 132401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
132401	Funding for CLIN 1324 FFP PAC Funding FOB: Destination PURCHASE REQUEST NUMBER: 1300337740	UNDEFINED	Lot	UNDEFINED	\$0.00

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MAX  
NET AMT

\$0.00

ACRN AR  
CIN: 130033774000008

#### SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 130702:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 130801:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 131502:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 131601:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 131902:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 132001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 132302:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 132401:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

## SECTION G - CONTRACT ADMINISTRATION DATA

### Accounting and Appropriation

#### Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$401,259.92 from \$3,237,087.02 to \$3,638,346.94.

#### SUBCLIN 130702:

Funding on SUBCLIN 130702 is initiated as follows:

ACRN: AR

CIN: 130033774000001

Acctng Data: 1731804 70BD 252 53824 S 060957 2D X001TP

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: P00073NU000Q

#### SUBCLIN 130801:

Funding on SUBCLIN 130801 is initiated as follows:

ACRN: AR

CIN: 130033774000002

Acctng Data: 1731804 70BD 252 53824 S 060957 2D X001TP

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: P00073NU000Q

#### SUBCLIN 131502:

Funding on SUBCLIN 131502 is initiated as follows:

ACRN: AR

CIN: 130033774000003

Acctng Data: 1731804 70BD 252 53824 S 060957 2D X001TP

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: P00073NU000Q

SUBCLIN 131601:

Funding on SUBCLIN 131601 is initiated as follows:

ACRN: AR

CIN: 130033774000004

Acctng Data: 1731804 70BD 252 53824 S 060957 2D X001TP

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: P00073NU000Q

SUBCLIN 131902:

Funding on SUBCLIN 131902 is initiated as follows:

ACRN: AR

CIN: 130033774000005

Acctng Data: 1731804 70BD 252 53824 S 060957 2D X001TP

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: P00073NU000Q

SUBCLIN 132001:

Funding on SUBCLIN 132001 is initiated as follows:

ACRN: AR

CIN: 130033774000006

Acctng Data: 1731804 70BD 252 53824 S 060957 2D X001TP

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: P00073NU000Q

SUBCLIN 132302:



Funding on SUBCLIN 132302 is initiated as follows:

ACRN: AR

CIN: 130033774000007

Acctng Data: 1731804 70BD 252 53824 S 060957 2D X001TP

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: P00073NU000Q

SUBCLIN 132401:

Funding on SUBCLIN 132401 is initiated as follows:

ACRN: AR

CIN: 130033774000008

Acctng Data: 1731804 70BD 252 53824 S 060957 2D X001TP

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: P00073NU000Q

The following have been modified:

**252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

(a) Contract line item(s) 1101 through 1345 are incrementally funded. For these item(s), the sum of \$3,638,346.94 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the

parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$946,027.45
August 15, 2012	\$ 1,409,684.93
March 13, 2013	\$ 401,259.92
(month) (day), (year)	\$ _____

#### **5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR) (JAN 2012)**

(a) The Contracting Officer has designated/appointed Mike Wehmer 12350 Research Parkway Orlando, FL 32826 407-380-8418 as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties:

(1) The duties of the COR are to act as the Contracting Officer's Representative for technical direction and discussion as necessary with respect to the specification or Statement of Work and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of this contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the Statement of Work in the contract.

(2) The contract administration duties of the COR are as specified in the COR appointment letter. When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer has issued a modification to the contract or has otherwise resolved the issue.

(3) In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR (ACOR) acting on behalf of the COR.

(b) The effective period of the COR designation/appointment is 16 August 2011 through 15 August 2016.

#### **TSD-WAWF INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (OCT 2010 )**

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website:

[http://www.acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview](http://www.acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview)

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

DCMA-administered contracts: Contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at [407-380-4417] or DFAS via the numbers listed at [www.dfas.mil](http://www.dfas.mil)

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF <https://wawf.eb.mil/FuncInfo.html> and WAWF Training <http://www.wawftraining.com> websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type:	<p>If the Paying Office (see below) is <b>N50120</b>:</p> <p>-- Select <b>Combo for Fixed Price Supplies and Services</b>.</p> <p>-- Select <b>Cost Voucher for all Cost or T&amp;M contracts or CLINs</b>.</p> <p>For ALL OTHER Paying Offices:</p> <p>-- Select <b>2-in-1 for FFP Services Only</b>.</p> <p>-- Select <b>Combo for Supplies, or Supplies AND FFP Services</b>.</p> <p>-- Select <b>Cost Voucher for all Cost or T&amp;M contracts or CLINs</b>.</p> <p>If none of the above apply, please call 1-800-559-WAWF (9293).</p>
Issuing Office DODAAC	<b>N61340</b>
Admin Office DODAAC:	
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	<b>N61340</b>
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	<b>N61340</b>
DCAA Office DODAAC (Used on Cost Voucher's only):	S2101A

Paying Office DODAAC:	HQ0338
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(c) Cost Vouchers also require the cognizant DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice/cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following additional points of contact:

Name (or Clause w/Name)	Email	Phone	Role
See: 5252.201-9500 or 5252.201-9501			Technical Point of Contact or Contracting Officer's Representative
Jason Harvey	<a href="mailto:Jason.G.Harvey@navy.mil">Jason.G.Harvey@navy.mil</a>	407-380-4024	View Only
Mike Wehmer	<a href="mailto:Michael.Wehmer@navy.mil">Michael.Wehmer@navy.mil</a>	407-380-8418	Acceptor

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

### Exhibits

CDRLs --- DD Forms 1423:

Exhibit A001 – Contract Funding Status Report (CFSR)

Exhibit A002 – Conference Minutes

Exhibit A005 – Contractor Inventory/Utilization Report of GFP/GFI

Exhibit A006 – Mobilization CI Contractor Performance Summary Report

Exhibit A007 – CI Contractor Performance Summary Report

Exhibit A009 – Quality System Plan

Note: CDRL numbers A003, A004 and A008 not used.

### Attachments

Attachment 1      Statement\_of\_Work\_(SOW)\_Addendum\_B\_(CIS)\_NSS\_\_RFP\_22APR2011\_CH 2  
Appendix B01\_NSST\_28\_Mar\_11\_CH1  
Attachment 1-      ATG Atlantic, Norfolk VA Ch2 24Oct11  
Attachment 2-      ATG Pacific, San Diego CA Ch2 24Oct11  
Attachment 3-      ATG Mayport FL Ch2 24Oct11  
Attachment 4-      ATG Northwest, Everett WA Ch2 24Oct11  
Attachment 5-      ATG MIDPAC, Pearl Harbor HI Ch2 24Oct11  
Attachment 6-      ATG USNB, Sasebo Japan Ch2 24Oct11  
Attachment 7-      ATG USNB, Yokosuka Japan Ch2 24Oct11

**Attachment 2      CDRL Addressee List Rev 1**

Attachment 3      DD Form 254 – Contract Security Classification Specification

Attachment 4	Quality Assurance Surveillance Plan (QASP)
Attachment 5	Price Breakout Worksheet (PBW)
Attachment 6	Government Furnished Equipment (GFE) List
Attachment 7	NSS Site Specific Contact Information
<b>Attachment 8</b>	<b>Data Item Transmittal Form NAWCTSD 4330/60 Rev 1</b>

(End of Summary of Changes)